

## SUB-GRANT AGREEMENT

THIS CONTRACT, entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2014 by and between **Washoe County**, a political subdivision of the State of Nevada, existing under and by virtue of the laws of the State of Nevada (hereinafter referred to as the "County"), and **Sparks Fire Department** a government agency, having a business address located 1605 Victorian Avenue, Sparks Nevada 89431 (hereinafter referred to as the Subgrantee").

### WITNESSETH:

**WHEREAS**, Washoe County is a member of the Local Emergency Planning Committee (LEPC) and on behalf of LEPC members, Washoe County made applications to the Nevada State Emergency Response Commission (SERC) for the 2014 State Emergency Response Commission (SERC), Hazardous Materials Emergency Preparedness (HMEP) Mid-Cycle Training grant from the U.S. Department of Transportation, CFDA: 20.703. These funds are not for research and development.

**WHEREAS**, in response to the applications, Washoe County is subgrantee of state funds through the Nevada State Emergency Response Commission under a number of grant awards and Washoe County as subgrantee and fiscal agent for LEPC desires to further subgrant these funds to the government agencies that are members of LEPC and whose requests were submitted by Washoe County on behalf of LEPC; and

**WHEREAS**, the grant funds received from the Nevada State Emergency Response Commission will provide for the assistance to jurisdictions to relate to prevention of, mitigation of, and/or response to hazardous materials incidents involving transportation or otherwise meet community needs in the Truckee Meadows; and

**WHEREAS**, Washoe County, as the designated subgrantee under the grant awards referred to herein, as fiscal agent for LEPC, and as Grantee herein, desires to pass through to the Subgrantee funds in the amount of **\$17,248.00** to assist the Subgrantee in meeting the program measurable outcomes; and

**WHEREAS**, in consideration of receipt of this funding, the Sub-Grantee agrees to abide by the terms and conditions of this Contract.

**NOW, THEREFORE**, the parties agree as follows:

**1. PURPOSE**

The intent of this Contract is to pass through to the Sub-Grantee funding from the State of Nevada State Emergency Response Commission, to provide funding for attendance to the Continuing Challenge Hazmat Conference in Sacramento, CA September 1-5, 2014.

**2. SCOPE OF WORK – Attendance to Continuing Challenge Hazmat Conference**

Sparks Fire Department, a LEPC discipline will attend the Continuing Challenge Hazmat Conference in Sacramento, CA September 1-5, 2014. Allowable expenses include Registration, Lodging, Per Diem, and Mileage.

**3. REPORTING**

Quarterly Reports

Sub-Grantee agrees to provide all data necessary for the development and submission of the SERC Quarterly Report, and to provide the data in the format determined by County. Sub-Grantee will provide written performance and financial reports to County on a quarterly basis, by the 10<sup>th</sup> day of the month directly following the last month of each quarter.

Financial Reports

Financial reports and reimbursement requests must be submitted quarterly by the 10th day of the month directly following the last month of each quarter. Documentation to include: copies of invoices, purchase orders, and proof of payment.

Annual Audit

Sub-grantee will submit a copy of their annual audit and management letter to County within 30 days of the audit completion. Audit must comply with all applicable standard accounting practices.

**4. COMPENSATION**

Payment. During the term of this Contract, and subject to all terms and conditions set forth herein, the County shall reimburse sub-grantee for actual direct costs associated with the SERC grant, in an amount not to exceed seventeen thousand, two hundred forty eight (\$17,248).

Grant # 14-HMEP-16-03

<b>Description</b>	<b>Amount</b>
Continuing Challenge Hazmat Workshop	
Twenty (20) Registrations	\$7,800.00
Lodging	\$4,763.20
Per Diem	\$3,240.00
Mileage	\$1,444.80
Total	<b>\$17,248.00</b>

Reimbursement requests must be submitted no less than quarterly.

Form of financial backup. Sub-Grantee shall be reimbursed after eligible expenses have been incurred and expended under this Contract in conformance with the terms and conditions of said Contract. Sub-Grantee agrees, that all costs of any activity receiving funds pursuant to this Contract, shall be recorded by budget line item and supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, Contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the activity shall be thoroughly identified and readily accessible to Washoe County.

Budget or program revisions cannot be made without prior approval from County.

Sub-Grantee agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the activity will be provided upon request to Washoe County.

**5. TERM**

This Contract is in effect June 25, 2014 and from that date through - September 30, 2014. All of the services required hereunder shall be completed by September 30, 2014. This Contract shall become effective once approved by the authorized official of each party.

**6. AMENDMENT- ASSIGNMENT**

This Contract may be amended at any time there is a need, provided both parties agree to the amendment(s) in writing. Any amendment is subject to approval by both of the parties as a condition precedent to its entry into force. Neither party may assign this Contract without the express written consent of the other party.

**7. TERMINATION**

Either party may terminate this Contract by giving the other party written notice of the intent to terminate. The notice must specify a date upon which the termination will be effective, which date may not be less than 30 calendar days from the date of the mailing notice.

**8. NOTICES**

All written notices required under this Contract shall be addressed to the designated representative of the respective parties.

**COUNTY**

Washoe County  
Cathy Ludwig  
Grants Coordinator  
Manager's Office  
5195 Spectrum Blvd.  
Reno, NV 89512  
775-337-5859

**SUB-GRANTEE**

Sparks Fire Department  
Tom Garrison  
Fire Chief  
1605 Victorian Ave.  
Sparks, NV 89431  
775-353-2255

**9. MONITORING AND ACCESS TO RECORDS**

Sub-Grantee shall allow duly authorized representatives of the County to conduct reviews, audit, and on-site monitoring of documents, files, etc. in order to determine:

- Whether the objectives of the program are being achieved;
- Whether the program is being conducted in an efficient and effective manner;
- Whether management control systems and internal procedures have been established to meet the objectives of the program;
- Whether financial operations of the program are being conducted properly;
- Provisions of Federal and State laws and regulations and this Contract.

County will monitor Sub-Grantee activities to ensure that the Federal dollars are used for authorized purposes in compliance with the Federal program laws, regulations, and grant Contracts, and ensuring that performance goals are achieved. Monitoring activities will occur throughout the grant term and may take various forms such as:

- Reporting: Reviewing financial and performance reports submitted by Sub-Grantee.
- Site Visits: Performing visits to Sub-Grantee offices or project site to review financial records, programmatic records, and observe operations.

- Regular Contact: Regular contacts with Sub-Grantee and appropriate inquiries concerning program activities.

Records must be easily retrievable for examination by authorized County and State of Nevada SERC administrators, auditors, and other authorized individuals. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives have the right to access any books, documents, papers or other records of grantees and subgrantees, which are pertinent to a Federal grant, in order to make audit, examinations or excerpts, and transcripts.

## 10. **TERMS AND CONDITIONS**

- A. Sub-grantee shall only make changes in the approved budget with approval of County. Sub-grantee must submit in writing all requests to amend the SERC grant budget, prior to expending funds from a category other than what has been previously approved.
- B. Comply with requirements of 2 CFR 230, Cost Principles (formerly OMB A-122). Non-Profit Organizations; 2 CFR 215 Uniform Administrative Requirements; and Department of Housing and Urban Development guidelines in 24 CFR Part 85.
- C. Ensure the expenditure of these funds is in accordance with the audit requirements of the Single Audit Act of 1984 (Public Law 98-502) and Office Management and Budget Circular, 24 CFR Part 85, and the approved budget.
- D. Comply with requirements of OMB Circular A-133, concerning audit requirements. Sub-recipients expending more than \$500,000 annually in Federal funds are required to complete a single audit of all Federal expenses and be performed by a Certified Public Accountant. Sub-recipients expending less than \$500,000 annually in Federal funds are exempt from OMB Circular A-133, but must provide audited financial statements to the allocating agency
- E. Comply with the requirements to Affirmatively Further Fair Housing as described under Section 808(e)(5) of the Fair Housing Act.

## 11. **OTHER PROVISIONS**

During the performance of this Contract, the Sub-Grantee must follow:

- A. **Equal Employment Opportunity.**
  - 1. The Sub-Grantee will not discriminate against any employee or applicant for employment or individual receiving the benefit of the Sub-recipient's

services because of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability (as provided in Section 504 of the Rehabilitation Act of 1973, as amended). The Sub-Grantee will take action to ensure that all applicants are considered equally. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sub-Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Such action shall include individuals benefiting from program services/activities.

2. Vietnam Veterans. The Sub-Grantee agrees to comply with Section 402 - Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.
3. The Sub-Grantee agrees to comply with any federal regulations issued pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended.

- B. **Nondiscrimination in Federally Assisted Programs.** The Sub-Grantee will not discriminate in the provision of services or benefits to any person on the basis of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, marital status or disability.
- C. **Lobbying.** The Sub-Grantee agrees that no funds received under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before Federal, state or local government.
- D. **Hatch Act.** Neither the Sub-Grantee program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.
- E. **Federal Procurement Eligibility.** The Sub-Grantee certifies that a non-federal entity, the Sub-Grantee and its principals have not been themselves or contracted with any entity that has been suspended or debarred by the Federal Government, and are not listed in the list of parties excluded from the Federal procurement or non-procurement programs issued by the General Services Administration. This regulation applies not only to physical improvements and construction, but also services.

- F. **Required Project Record Keeping and Bookkeeping.** The Sub-Grantee agrees to provide for bookkeeping using approved bookkeeping and record-keeping systems and to retain program records for five years from the time of grant close-out notice. The bookkeeping and project records shall be open and available for inspection and audit at any time by County Staff.
- G. **Insurance Requirements.** The County has established specific insurance and indemnification requirements for Contracts/ contracts with non-profit agencies to assure that reasonable insurance coverage is maintained. These requirements are contained in Exhibit A attached hereto and incorporated by reference herein. All insurance requirements must be complied with prior to any reimbursement for any program.
- H. **Legal Actions Against Sub-Grantee.** If any legal action is filed against the Sub-Grantee, the Sub-Grantee shall immediately notify County staff.
- I. **Grounds for Reduction of Compensation or Termination of the Contract.** The County Staff reserves the right to terminate this Contract or to reduce the Contract compensation amount upon written notification to the Sub-Grantee that any one or more of the following has occurred:
- (1) Failure of the Sub-Grantee to file monthly/quarterly/annual (whichever is required) reports by the 10<sup>th</sup> day after the end of the quarter or year (whichever is appropriate);
  - (2) Failure of the Sub-Grantee to meet any standards specified in this Contract;
  - (3) Expenditures under this Contract for ineligible activities, services, or items;
  - (4) Failure to comply with written notice from County Staff of substandard performance in scope of services under the terms of this Contract;
  - (5) Failure of the Sub-Grantee to keep accounts and records showing the disposition of the money provided pursuant to this contract;
  - (6) Sub-Grantee employees, officers or its designees or agents using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties;

- (7) Failure of the County or the Sub-Grantee to secure or obtain other funding from sources which are needed in combination with the grant funds provided by the County to completely carry out the programs provided in this Contract;
- (8) Failure of the County to appropriate or budget money for the purposes specified in this contract.

**12. COMPLIANCE WITH LAWS**

Sub-Grantee agrees at all times to comply with all applicable laws, ordinances and regulations of the governmental entities having jurisdiction over matters that are the subject of this Contract. The Sub-Grantee agrees to follow all federal, state and local laws pertaining to the operation of said agency, including without limitation, all applicable sanitation, health, and safety standards. Further, Sub-Grantee shall be bound by all county ordinances and state and federal statutes, conditions, regulations and assurances that are applicable medical and patient records.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**13. GOVERNING LAW/MISCELLANEOUS**

This Contract shall be governed, interpreted and construed in accordance with the laws of Nevada. Any action brought pursuant to this Contract shall be brought in Washoe County, Nevada. If any provision of this Contract shall be held or declared void or illegal for any reason, all other provisions of this Contract which can be given effect without such illegal provision shall nevertheless remain in full force and effect. The section headings in this Contract are intended solely for convenience; they are not part of this Contract and shall not affect its construction.

**WASHOE COUNTY**

\_\_\_\_\_  
John Slaughter  
Washoe County Manager

Date \_\_\_\_\_

ATTEST:

Date\_\_\_\_\_

\_\_\_\_\_  
Washoe County Clerk

**SPARKS FIRE DEPARTMENT**

By:\_\_\_\_\_  
Tom Garrison, Fire Chief

Date:\_\_\_\_\_

**CITY OF SPARKS**

By:\_\_\_\_\_  
Geno Martini, Mayor

Date:\_\_\_\_\_

ATTEST

By:\_\_\_\_\_  
City Clerk

Date:\_\_\_\_\_

APPROVED AS TO FORM:

By:\_\_\_\_\_  
City Attorney's Office

Date:\_\_\_\_\_